

LEASE AMENDMENT

THIS LEASE AMENDMENT is executed this 30th day of JUNE, 1993 by and between DUKE REALTY INVESTMENTS, INC., a Delaware corporation, ("Lessor") by its managing agent DUKE MANAGEMENT, INC., an Indiana corporation and WATLOW ELECTRIC ("Lessee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee entered into a certain Office Lease Agreement dated August 19, 1988 (the "Lease"), whereby Lessee leased from Lessor certain premises consisting of approximately 1,120 square feet of space (the "Leased Premises") located in an office building commonly known as 4700 Duke Drive, Mason, Ohio; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease to increase the square footage of the Leased Premises ("New Leased Premises") and make other modifications to the Lease; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease to reflect such changes and increase;

NOW, THEREFORE, in consideration of the promises, the mutual covenants herein contained and each act performed hereunder by the parties, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby enter into this Lease Amendment.

1. Amendment of Paragraph 1. The first section of Paragraph 1 is hereby deleted and the following sentence shall be inserted in lieu thereof: "The portion of the building hereby leased to Lessee has a gross area approximately 1,811 square feet (the "New Leased Premises") as shown on the attached Amended Exhibit A."

2. Amendment of Paragraph 2. Paragraph 2 shall be amended by deleting the words "October 1, 1988" where they appear in the second line of Paragraph 2 and inserting the words "October 1, 1993" in lieu thereof. The words "October 1, 1993" shall be deleted from the final line of Paragraph 2, and the words "October 1, 1998" shall be inserted in lieu thereof.

3. Amendment of Paragraph 3. Paragraph 2 shall be amended by deleting the words "Exhibit B" and inserting "Amended Exhibit B" in lieu thereof.

4. Amendment of Paragraph 4. Paragraph 4 shall be amended by deleting the underlined portion thereof and inserting the following schedule:

Minimum Monthly Rent

10/1/93 - 9/30/94	\$1,176.00
10/1/94 - 9/30/95	\$1,330.00
10/1/95 - 9/30/96	\$1,407.00
10/1/96 - 9/30/97	\$1,407.00
10/1/97 - 9/30/98	\$1,407.00

The words "October 1, 1988" shall be deleted from the sixth (6th) line thereof and the words "October 1, 1993" shall be inserted in lieu thereof.

5. Amendment of Paragraph 5. The Lessee's proportionate share for purposes of this Paragraph 5 shall be 3.0%.

6. Acceptance of New Leased Premises "As Is". Lessee has personally inspected the New Leased Premises and accepts the same "as is", except for the modifications shown on the attached Amended Exhibit B, without representation or warranty by Lessor of any kind and with the understanding that Lessor shall have no responsibility with respect thereto.
7. Effective Date. The effective date for the provisions of the Lease Amendment shall be the Commencement Date for the New Leased Premises.
8. Definitions. The terms used in this Lease Amendment shall have the definitions set forth in the Lease.
9. Incorporation. This Lease Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect.

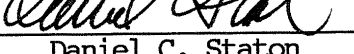
IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first written above.

LESSOR:

DUKE REALTY INVESTMENTS, INC.
a Delaware Corporation, by its
Managing Agent Duke Management, Inc.
an Indiana Corporation

ATTEST:

Beatrice Kraemer Phelps
Sandra W. Amalos

By: 
Daniel C. Staton

Its: Vice President

LESSEE:

WATLOW ELECTRIC

ATTEST:

William Shuggard

By: 

Marlow Jordan
Its: District Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Daniel C. Staton, by me known to be the Vice President of Duke Management, Inc., an Indiana corporation, who acknowledged the execution of the foregoing "Lease Amendment" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 2nd day of July, 1993.



BEATRICE A. KROENER
Notary Public, State of Ohio
My Commission Expires Nov. 18, 1996

Beatrice A. Kroener
Notary Public

(Printed Signature)

My Commission Expires: 11/18/96
My County of Residence: Columbus

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Marlow Jordahl who acknowledged the execution of the foregoing "Lease Amendment" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 30th day of June, 1993.

Kelly R. Stone
Notary Public

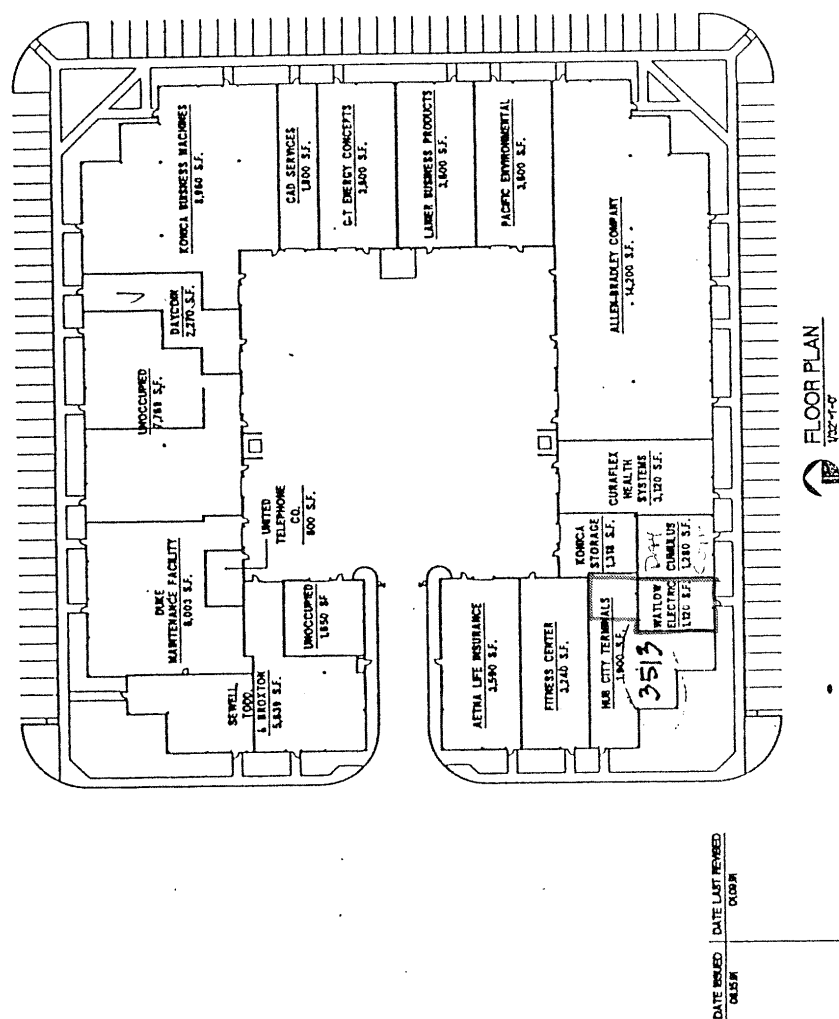
Kelly R. Stone

KELLY R. STONE (Printed Signature)

Notary Public, State of Ohio


My Commission Expires: My Commission Expires June 5, 1995

My County of Residence: Hamilton



Duke Associates

TENANT MASTER
GOVERNOR'S POINTE • BUILDING 4700
WARREN COUNTY, OHIO
PROJECT NO. 20100

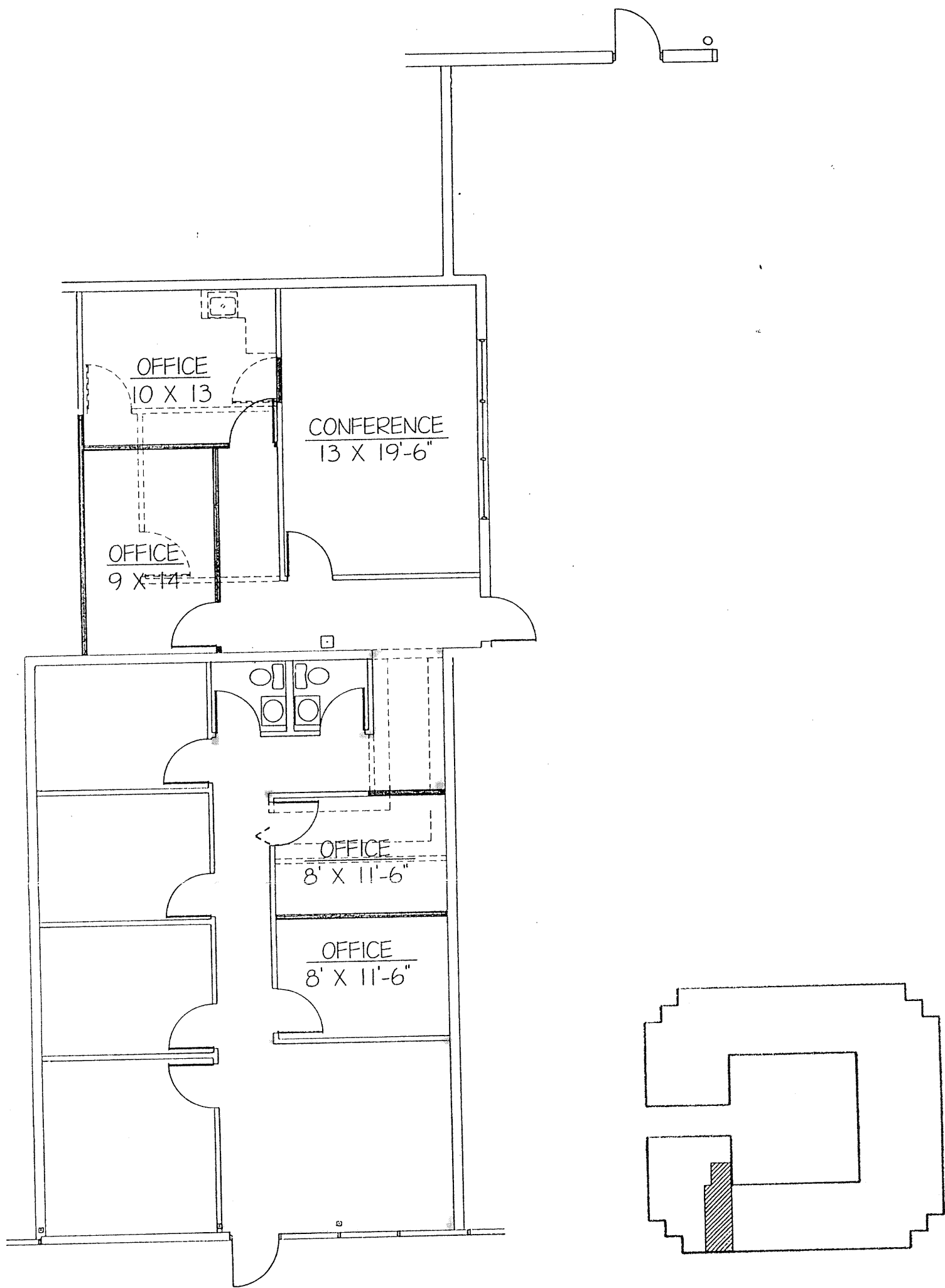


U.S. GOVERNMENT PRINTING OFFICE: 1967

AMENDED

Exhibit A

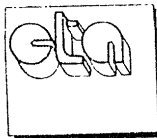
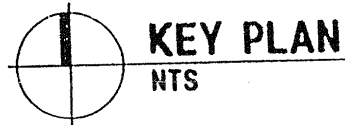
0258



WALL LEGEND

- INDICATES CONSTRUCTION TO BE REMOVED
- INDICATES NEW CONSTRUCTION
- INDICATES EXISTING CONSTRUCTION TO BE LEFT UNDISTURBED

LESSOR WILL RECARPET THE AREA OUTLINED IN GREEN.



Casier-Tokarsky & Assoc. Inc.
Architecture
Planning
Towers of Kenwood
8044 Montgomery Road
Suite 399
Cincinnati, Ohio 45236
513-791-8877

WATLOW ELECTRIC

4700 GOVERNORS POINTE
06.18.93 1/8"=1'-0" 1,811 SF

AMENDED

Exhibit B

Duke
Associates